



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Agreement with United States Postal Service to Allow Installation of "Mini-Plaza" with Central City Revitalization Improvement Project

MEETING DATE: April 16, 1997

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve the Agreement with the United States Postal Service for installation and maintenance of the "mini-plaza" to be constructed on postal service property in conjunction with the Central City Revitalization Improvement Project, and authorize the City Manager and City Clerk to execute the Agreement on behalf of the City.

BACKGROUND INFORMATION: The Central City Revitalization Improvement Project includes a "mini-plaza" at the southeast corner of the intersection of Oak and School streets. The mini-plaza design encompasses the public sidewalk area and approximately 1,274 square feet of Postal Service property which currently contains landscaping and benches maintained by the Postal Service for public use.

Staff has been working with the Postal Service to reach an agreement which would allow the City to install the "mini-plaza" in conformance with the revised concept plan. We had a verbal agreement some time ago and now have the final paperwork. The Agreement (Attachment 1) allows the City to use the Postal Service property and install the "mini-plaza" improvements if the City agrees to maintain the improvements at no cost to the Postal Service. The Agreement will be recorded by the San Joaquin County Recorder.

Staff recommends that Council approve the Agreement and authorize the City Manager and City Clerk to execute the Agreement on behalf of the City.

FUNDING: None needed.


Jack L. Ronsko
Public Works Director

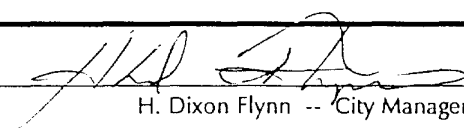
Prepared by Sharon A. Welch, Associate Civil Engineer

JLR/SAW

Attachment

cc: Senior Civil Engineer
Associate Civil Engineer

APPROVED: _____


H. Dixon Flynn -- City Manager

ATTACHMENT 1

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

AGREEMENT

THIS AGREEMENT, entered into this 28th day of March, 1997, by and between the UNITED STATES POSTAL SERVICE, hereinafter "Owner", and the CITY OF LODI, a municipal corporation, hereinafter "City".

WITNESSETH:

WHEREAS, Owner is the owner of that certain parcel of land known as 120 S. School Street (APN 043-045-021); and,

WHEREAS, Owner and City both desire to cooperate with property owners who have assessed themselves for streetscape improvements to School Street and Oak Street as shown on the plans for the Central City Revitalization Improvement Project signed December 9, 1996; and

WHEREAS, said plans call for the development of a "mini-plaza" on the southeast corner of the intersection of School Street and Oak Street, consisting of the demolition of existing improvements, except for the existing stucco wall which shall remain, and installation of new curb, gutter, sidewalk, street furniture, landscaping and irrigation; and

WHEREAS the location of said "mini-plaza" encompasses portions of the street right-of-way and approximately 1274 square feet of Owner's parcel referenced above and shown on attached Exhibit A.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Owner agrees to allow City to use approximately 1274 square feet of the northwest corner of Owner's property as part of a proposed "mini-plaza" to be constructed in conjunction with the Central City Revitalization Improvement Project.
2. Owner agrees to allow the City to perform the necessary demolition and install decorative sidewalk, tree wells, street furniture, landscaping and irrigation as shown on the approved plans in said 1274 square feet of the subject parcel.
3. City agrees, in exchange for the use of Owner's property, to maintain the "mini-plaza" improvements shown on the approved plans referenced above at no cost to Owner.
4. Owner and City agree that project scheduling for demolition and installation of all improvements shall be determined by the City as part of the Central City Revitalization Improvement Project.

5. Failure of either party to perform any of the duties imposed by this Agreement shall be governed by the provisions of the Contract Disputes Act of 1978 (41 U.S.C. 601-613).
6. City agrees that at such time as the public use of Owner's property ceases, Owner shall be able to recapture for its sole use its property devoted to the designated "mini-plaza" use as shown on Exhibit A.
7. In consideration of the cooperation of the Owner in permitting the use of its premises by City for the purposes described herein, said City hereby agrees to save harmless and indemnify the Owner, its officers, employees and agents from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from such activity, in the event such claim, loss, damage, actions, causes of action, expense, and/or liability arise from the negligent or wrongful act or omission by an officer, employee agent or invitee of said City. ~~Owner shall provide to City the same level of indemnification as Owner demands of City should the negligent or wrongful acts or omissions of an officer, employee, agent or invitee of Owner result in a claim, loss, damage, actions, causes of action, expenses and/or liability against the City resulting from such activity.~~ See Attached Hold Harmless Clause
8. Herein is set forth the entire agreement between the parties. The performance of these conditions constitutes full performance and shall relieve City of all further obligations or claims.

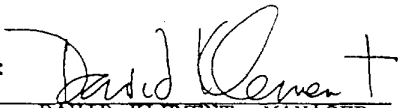
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI, a Municipal Corporation

UNITED STATES POSTAL SERVICE

By: H. Dixon Flynn, City Manager

By:



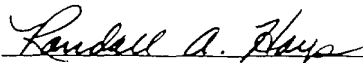
DAVID KLEMENT, MANAGER
PACIFIC FACILITIES SERVICE OFFICE

395 OYSTER POINT BLVD #225
SOUTH SAN FRANCISCO, CA 94099-0300

ATTEST:

Jennifer Perrin, City Clerk

APPROVED AS TO FORM:



Randall A. Hays, City Attorney

HOLD HARMLESS CLAUSE

The Postal Service hereby agrees to save harmless and indemnify the City of Lodi from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from the use of said property by the Postal Service whenever such claim, loss, damage, actions, causes of action, expense, and/or liability arise from the negligent or wrongful act or omission by a Postal employee while acting within the scope of his employment, under circumstances where the Postal Service, if a private person, would be liable in accordance with the law of the place where the negligent or wrongful act or omission occurred. Notwithstanding the above, the Postal Service shall be under no obligation to save harmless and indemnify the City of Lodi where the negligent or wrongful act or omission by the City, its employees or agents, in any way causes or contributes to the claim, loss, damage, actions, causes of action, expense/or liability.

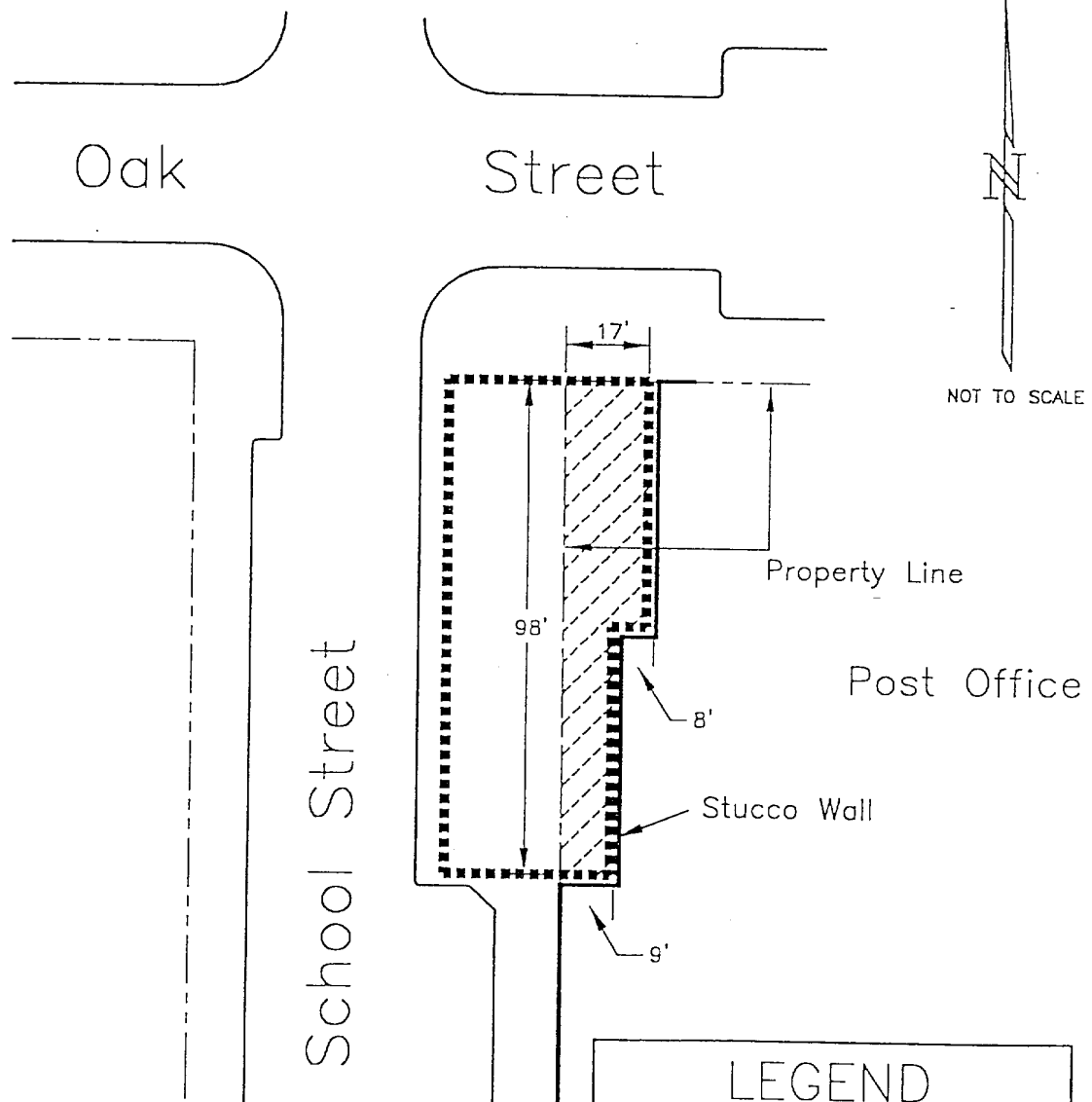


CITY OF LODI

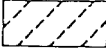

PUBLIC WORKS DEPARTMENT

School Street
South of Oak Street

Proposed Mini-Plaza Site



LEGEND

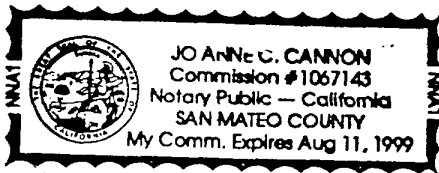
-  - Post Office Property
-  - Mini-Plaza Limits

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California
 County of San Mateo
 On 3/28/97 before me, JOANNE C. CANNON, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
 personally appeared DAVID KLEMENT
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

JoAnne C. Cannon
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☒ OTHER: Contracting Officer

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

U.S. Postal Service

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Improvement, Installation and Maintenance of: Road, CA - M.O.

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE